

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS §
§
COUNTY OF WALLER §

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (THE “Restrictions”) is made by Timothy J. Phelan (“Developer”)

WHEREAS, Developer is the owner of 22.029 acres of land which has been surveyed into 5 separate parcels, all referred to herein as the “22.029 Acres” (the 22.029 Acres being more particularly described in a Warranty Deed recorded under Instrument Number 2405696, Official Public Records of Waller County, Texas and Tracts 1-5 being described in EXHIBIT “A” attached hereto and made a part hereof for all intents and purposes.

WHEREAS, Developer desires to impose upon the 22.029 Acres (“Restricted Tracts”) the covenants, conditions, and restrictions herein set forth.

NOW, THEREFORE, Developer hereby declares that the 22.029 Acres shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the land, and which shall be binding on all parties having any right, title, or interest in the Restricted Tracts or any part thereof, their respective heirs, personal representatives, successors, and assigns, and shall inure to the benefits of each owner thereof, and the Developer.

ARTICLE 1
DEFINITIONS

- Section 1. “Owner” or “Owners” shall mean and refer to the record owner(s) of a fee simple title to any parcel out of the 22.029 Acres, but excluding those having such interest merely as security for the performance of obligation.

- Section 2. “Parcel” shall mean and refer to any separate parcel which is a part of the 22.029 Acres, including those properties described in EXHIBIT “A”. “Parcels” shall mean more than one Parcel. Any restrictions set out herein applicable to the use of or applicable in any other manner to the 22.029 Acres shall also be applicable to each Parcel in the same manner.

- Section 3. “Developer” shall mean and refer to Timothy J. Phelan.

ARTICLE II
USE RESTRICTIONS AND CONSTRUCTION OF IMPROVEMENTS

Section 1. USE RESTRICTIONS

- 1.01 **Single-Family Residence.** Each Parcel shall be used only for single-family residential purposes. The terms "**Residential Purposes**" as used herein shall not be construed to permit barns, tents, campers, trailers, mobile homes or manufactured housing to be used as a residence. Under no circumstances shall mobile homes, temporary buildings or any structures other than those permitted hereby be erected or placed on a Subject Property for any purpose not expressly permitted under the terms hereof. No structure of a temporary character, including any trailer, mobile home, tent, shack or other outbuilding shall ever be used or permitted to be used on any Subject Property at any time as a residence, either temporarily or permanently.
- A. **One Residence and Guest House.** Only one residence shall be constructed or permitted to exist on each Subject Property. However, in addition to outbuildings as may be permitted hereunder, it shall be permissible for a guest house to be constructed and located on a subject property if and only if the same comply with the terms hereof and are ancillary to an existing single family residential structure which complies with the terms hereof.
- B. **Square Footage Minimums & Related Matters.** No residence shall be constructed on any Subject Property which has air-conditioned living area of less than 2,000 square feet (excluding porches, garages, patios, and the like). No guest house may be constructed on any Subject Property which has air-conditioned living area of less than 500 square feet or more than 70% of the square footage of the main dwelling.
- C. **Garages and Carports.** Every residence shall have a garage or carport (either attached or detached) with minimum outside dimensions of twenty (20) feet by twenty (20) feet.
- D. **Time for Construction.** Construction of the primary residence structure on a Subject Property must be completed to occupancy within one (1) year of date such construction commences, subject to force majeure. One barn/outbuilding/shop/storage building may be constructed before the primary residence, but the construction of such building must be completed within six (6) months after the date construction commences on such building. Construction shall be deemed to "commence" at the time initial construction materials are delivered to the Subject Property and the commencement of construction of the foundation elements or components.

- E. **Set-Back Lines. All residences, barns, sheds, carports,** or buildings of any nature shall be constructed on Subject Property no closer than 80 feet to any public road or front property line and no closer than 15 feet to any side or rear property line.
- 1.02 **Commercial Activity.** No retail, industrial, manufacturing, business, multifamily, office building, or mixed-use commercial activity is permitted on any Parcel, other than a home-based business as provided for below. Noxious or offensive activities of any sort, including loud noises or anything done on any Parcel that may be or become an annoyance or a nuisance to the neighboring Parcels, shall not be permitted.
- 1.03 **Manufactured Housing.** Manufactured and/or modular homes may not be located on any parcel. Recreational vehicles, including motor homes and travel trailers are permitted as long as they are occupied for occasional use, but may not be used as a primary residence. Recreational vehicles may be used for residence during construction for a period of one year. All recreational vehicles are to be stored behind the rear line of the main residence.
- 1.04 **Multi-Family Residence.** No apartments, duplexes, or other buildings used for multi-family residential purposes may be constructed on the subject property.
- 1.05 **Home Based Business.** Businesses and business activities not specifically excluded elsewhere in this instrument which involve use of office space in either the residence or garage are permitted. Home-based businesses are not permitted to have deliveries from or to the subject property using semi-trucks.
- 1.06 **Subdividing.** No tract shall be smaller than two acres.
- 1.07 **Storage of automobiles, boats, trailers and other vehicles.** No abandoned vehicles, boats or trailers shall be stored on the parcels. Personal boats, trailers, and RVs in working condition may be stored on the parcels behind the rear line of the main residence.
- 1.08 **Noxious and dangerous activities.** Any activities that may endanger the health or unreasonably disturb the peaceful enjoyment of other adjoining landowners are prohibited. No toxic chemicals are permitted on the premises.
- 1.09 **Dumping.** No tract shall be used or maintained as a dumping ground for rubbish or junk. No garbage, trash, ashes, or other refuse of any kind may be dumped or thrown on any Parcel. All trash shall be stored in appropriate sanitation containers.

1.10 **Agricultural Use.** For purposes of these restrictions, the term “agricultural use” shall be limited as follows:

Livestock. Raising of livestock shall be permitted: however, feed lot operations are prohibited. Livestock shall be limited to one (1) animal unit per one (1) acre, excluding household pets raised and housed within the residence. Raising of swine and poultry other than for reasonable personal use or FFA, 4-H and other similar-type projects is strictly prohibited. Poultry will be limited to 3 per acre. Horses and cattle are considered (1) one animal unit. Sheep & goats are considered ½ of an animal unity. Any animal and their un-weaned offspring shall be deemed and considered to be a single animal unit.

ARTICLE III

GENERAL PROVISIONS

Section 1. Enforcement. All restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration shall run with the subject property. Any Owner or Developer, shall have the right to enforce all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration. Failure by the Owners or the Developer to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Owners or Developer may recover reasonable attorney’s fees and court cost incurred in the effort to enforce deed restrictions.

Section 2. Term-Amendment. The covenants and restrictions of the Declaration shall run with the land for a term of thirty (30) years from the date this Declaration is recorded (“Initial Term”). At the end of the Initial Term and any successive extension thereof, these restrictions will be extended automatically for successive periods of ten (10) years each, unless terminated prior to the end of the term by filing in the Official Public Records of Waller County, Texas an instrument signed by those Owners of at least one hundred (100%) of the Parcels. This Declaration may be amended by an instrument signed by those Owners of one hundred percent (100%) of the Parcels.

DECLARANT:

Timothy J. Phelan

STATE OF TEXAS §
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COUNTY OF WALLER §

SUBSCRIBED AND SWORN TO before me by Timothy Joseph Phelan,
Declarant, on _____, 2025.

Notary Public, State of Texas